

## EXHIBIT “A”

# United States District Court

Southern

DISTRICT OF

New York

Elizabeth Burbage,

**SUMMONS IN A CIVIL CASE**

V.

CASE NUMBER:

Louis Public Company Limited and Group  
Voyagers, Inc.**07 CIV. 3665**

TO: (Name and address of defendant)

Louis Public Company Limited  
Louis House  
20 Amphipoleos Street  
2025 Strovolos  
NicosiaGroup Voyagers, Inc.  
5301 South Federal Circle  
Littleton, Colorado 80123**JUDGE CONNER****YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

an answer to the complaint which is herewith served upon you, within \_\_\_\_\_ days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

**J. MICHAEL McMAHON**

CLERK

DATE

(BY) DEPUTY CLERK

MAY 09 2007

State of New York - Department of State  
Division of Corporations

Party Served:  
GROUP VOYAGERS, INC.

Plaintiff/Petitioner:  
BURBAGE, ELIZABETH

GROUP VOYAGERS, INC.  
5301 SOUTH FEDERAL CIRCLE  
LITTLETON, CO 80123

---

Dear Sir/Madam:

Enclosed herewith is a legal document which was served upon the Secretary of State on 06/01/2007 pursuant to SECTION 306 OF THE BUSINESS CORPORATION LAW.

This copy is being transmitted pursuant to such statute to the address provided for such purpose.

Very truly yours  
Division of Corporation

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
ELIZABETH BURBAGE,

Plaintiff,

-against-

LOUIS PUBLIC COMPANY LIMITED and  
GROUP VOYAGERS, INC.,

Defendants.  
-----X

**COMPLAINT**

**PLAINTIFF DEMANDS  
TRIAL BY JURY**

Plaintiff ELIZABETH BURBAGE, complaining of the defendants herein, by her  
attorneys, LAW OFFICE OF TODD J. KROUNER, respectfully alleges:

**INTRODUCTION**

1. This is an action arising from the crash and subsequent sinking of the cruise ship M/S Sea Diamond on or about April 5, 2007. The M/S Sea Diamond was operated by Louis Public Company Limited (d/b/a Louis Hellenic Cruise Lines) ("Louise Cruise"), and had 1,547 passengers and crew onboard. Most of the 1,195 passengers were Americans and Canadians. On April 5, 2007, at around 4 p.m., the ship ran aground on a well-marked volcanic reef east of Nea Kameni, off of the Greek Island Santorini. On April 7, 2007, Greek authorities announced that the Captain and a number of the crewmembers, were being officially charged for their negligence. The charges include causing a shipwreck through negligence, breaching international shipping safety regulations and polluting the environment. The Greek authorities have also announced that the charges may be amended to include criminal charges. The Greek authorities have noted that the underwater reef was well marked on available navigational equipment and maps. Additionally, a number of the vessel's air-tight doors failed to function

properly, allowing water to flood the cabins. A representative from Louis Cruise has publicly admitted that the crash was the result of human error on the part of Louis Cruise personnel.

2. Moreover as reported in the Wall Street Journal, on April 28, 2007, the eye-witness accounts have revealed that the evacuation was poorly planned and implemented. The passengers were forced to endure hours of chaos, fear and images of their death, and fear for health and safety of their loved ones. Maritime safety guidelines generally call for a ship to be evacuated within one hour. Two of the passengers, a father and daughter (neither a party to this action), are presumed to have drowned and their bodies have not yet been found. The survivors suffered an array, of injuries and losses, caused by the crash, and further compounded by the negligent evacuation, which left many without life jackets, instructions or the proper egress from the ship. Moreover, the mental anguish persists and the passengers are likely to suffer severely in the future from their mental trauma caused by this harrowing crash.

#### **THE PARTIES AND JURISDICTION**

3. Plaintiff, Elizabeth Burbage, is a resident of Westchester County and resides in the County of Westchester. She is a retired social studies teacher who taught for 43 years. She was employed for the last 31 years by the Dobbs Ferry school district. She was traveling with a tour of approximately 39 persons, the majority of whom were retired and knew each other either from their work in the Dobbs Ferry school district or through other local contacts.

4. Defendant Louis Cruise has its principal place of business in Nicosia, Greece.
5. Louis Cruise engages in substantial and continuous business in the State of New York.
6. Defendant Group Voyagers, Inc. (d/b/a/ Globus) (hereinafter "Globus") is a New

York corporation and is doing business throughout this Court's jurisdiction.

7. Jurisdiction with respect to defendant Louis Cruise is based upon this Court's diversity jurisdiction, 28 U.S.C. § 1332.

8. Jurisdiction with respect to defendant Globus is based upon this Court's admiralty jurisdiction, 28 U.S.C. § 1333.

9. The amount in controversy exceeds Seventy Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

10. Venue is based upon 28 U.S.C. § 1391(a).

**FACTUAL ALLEGATIONS APPLICABLE TO ALL CAUSES OF ACTION**

11. Plaintiff purchased an "escorted tour" package for travel from New York to Greece, and within Greece, from defendant Globus. Plaintiff relied on Globus to escort her safely and to select reliable transportation and provide her with safe passage throughout the escorted tour. Plaintiff relied on Globus, which promotes the value of its escorted tour services as including Globus' assurances that its tour group participants travel with security and knowledge that Globus is a tour expert generally, and an expert particularly concerning cruises lines operations.

12. Plaintiff relied on Globus' assurances of its expertise and emphasis on safety in selecting cruise lines operators and other services for its escorted tour group members. Plaintiff was traveling as a member of a Globus escorted tour throughout her stay in Greece and during this cruise. Globus selected, purchased and held the tickets for each passenger, including plaintiff, for the Louis Cruise on the subject vessel, the M/S Sea Diamond, up until a short time before each passenger, including plaintiff, boarded the M/S Sea Diamond.

13. On or about April 3, 2007, Plaintiff boarded the M/S Sea Diamond at Piraeus,

Greece, for what was scheduled to have been a four day cruise. It was scheduled to visit a number of Greek islands, and scheduled to return to Piraeus, Greece, on April 6, 2007.

14. Plaintiff purchased insurance from Globus, for losses including but not limited to the following categories of damages: death and dismemberment, medical expenses, emergency evacuation, trip cancellation, post-departure interruption, delayed arrival, travel delay, baggage and personal effects and baggage delay.

15. Upon information and belief, at all times herein mentioned, the defendant Louis Cruise owned the vessel the M/S Sea Diamond.

16. At all times herein mentioned, the defendant Louis Cruise operated the M/S Sea Diamond.

17. At all times herein mentioned, the defendant Louis Cruise controlled the M/S Sea Diamond.

18. At all times herein mentioned, the defendant Louis Cruise managed the M/S Sea Diamond.

19. At all times herein mentioned, the defendant Louis Cruise manned, equipped and operated the M/S Sea Diamond.

20. Upon information and belief, at all times herein mentioned the defendant Louis Cruise, owned, operated, controlled, equipped and managed the M/S Sea Diamond in its voyage from April 2, 2007 through April 7, 2007.

21. On and prior to April 5, 2007, defendant Louis Cruise was a major cruise line that operated regularly scheduled passenger cruises and was required to maintain the working order of the vessel and to insure compliance with all applicable safety codes, standards and requirements.

In addition, Louis Cruise was required to provide safety equipment and be able to conduct an orderly and safe evacuation, if necessary, of the M/S Sea Diamond.

22. On and prior to April 5, 2007, defendant Louis Cruise did business in New York and sold its service to the citizens of New York and to the citizens of several other states.

23. Louis Cruises is routinely booked by tour operators from the United States. Americans constituted a large percentage of the passengers on Louis Cruises.

24. Defendant Louis Cruise owned, serviced, maintained, repaired, inspected and operated the subject vessel and its component parts and systems, including but not limited to, navigational systems, control systems, safety doors, safety equipment and evacuation boats and vessels.

25. Defendant Louis Cruise also was responsible to provide training and instructions on safety and evacuation procedures and methods. Defendant Louis Cruise was also obligated to select, train, and supervise its Captain and crew.

26. On April 5, 2007, Elizabeth Burbage, the plaintiff was lawfully and properly a passenger on board the M/S Sea Diamond. As such, Louis Cruse owed her the highest duty of care.

27. On April 5, 2007, the M/S Sea Diamond crashed into an underwater reef and began to sink with some 1,547 passengers and crew on board. The evacuation of passengers took many hours and was complicated and delayed by many negligent acts on the part of the Captain and the crew. These failures lead to delays and personal injuries, the death of two passengers, emotional distress, terror and mental anguish.

28. At all times Globus knew or should of known of the poor condition, inadequate



equipment, poor safety record and negligent operation by Louis Cruise of the M/S Sea Diamond.

**FIRST CAUSE OF ACTION**

**NEGLIGENCE OF DEFENDANT LOUIS CRUISE**

29. Plaintiff repeats and realleges Paragraphs 1 through 28, above.

30. The Defendant Louis Cruise, its agents, servants and employees were negligent in the navigating, operating and controlling of the M/S Sea Diamond.

31. In derogation of the established maritime standards, regulations and safety rules Louis Cruise operated M/S Sea Diamond carelessly and negligently, and failed to avoid colliding with a reef, failed to operate the vessel in a safe and reasonable manner; failed to operate the vessel in a manner consistent with rules of navigation; failed to properly navigate the sea; failed to avoid impact with a well-marked reef.

32. Defendant Louis Cruises also was negligent in its failure to organize and supervise an orderly evacuation of the passengers. Louis Cruises failed to provide information on evacuations and safety measures prior to and during the evacuation and failed to properly distribute and make available required safety equipment like life jackets. The evacuation was disorganized, disorderly and the Louis Cruise crewmembers were ill prepared and apparently lacked evacuation training.

33. Defendant Louis Cruises' negligence caused Plaintiff to suffer personal injuries, property loss, mental anguish, severe pain and suffering and Plaintiff was severely and permanently injured, shocked, bruised, wounded and suffered great physical and mental pain and injury, was rendered sick, sore, lame and was otherwise injured, and may require future medical care and/or treatment and may incur future medical expenses therefore.

34. The Defendant, Louis Cruise, including their officers, agents, servants and/or employees as set forth herein, acted with willful misconduct and reckless disregard for the safety of Plaintiff; that said Defendant willfully, wantonly, knowingly and with reckless disregard for the safety of the passengers aboard the M/S Sea Diamond caused and permitted the subject vessel to crash; that the said Defendant knowingly and with reckless disregard for the safety of the passengers aboard M/S Sea Diamond caused and permitted unsafe, dangerous, defective and hazardous conditions; to exist aboard said vessel concerning which it had actual or constructive notice and warning, and nevertheless failed to timely remedy said conditions, but instead needlessly, knowingly, recklessly and wantonly risked the lives and safety of the fare paying passengers, despite the knowledge of the Defendant as to the probably horrible, devastating nature of the injuries, which would likely result from their willful, wanton, reckless and grossly negligent conduct, affecting such a large number of persons, including each and every passenger an crew member, and yet recklessly and with willful misconduct and gross negligence, and despite knowledge of earlier defective and other dangerous and hazardous conditions to exist, causing the injuries to the passengers and crew; and that the forgoing willful misconduct, wanton, reckless and grossly negligent acts and omissions of the Defendant Louis Cruise requires, justifies and merits the award of exemplary and punitive damages.

## **SECOND CAUSE OF ACTION**

### **NEGLIGENCE OF DEFENDANT GLOBUS**

35. Plaintiff repeats and realleges Paragraphs 1 through 34, above.

36. Globus was negligent in it selection, hiring and referral of Louis Cruise as a cruise line for its escorted tour members. Globus was negligent in failing to provide, hire, select and

supervise safe passage and for its failure to properly escort the Plaintiff in during the tour.

37. Globus knew, or should have known, that Louis Cruise negligently operated to the M/S Sea Diamond. Upon information and belief, Globus knew or should have known that Louis Cruise had violated safety standards on earlier occasions and lacked the requisite navigational skills and failed to take all required safety precautions.

38. Plaintiff relied on Globus to select, screen and hire cruise line operators to insure her safe passage.

39. Defendant Globus was negligent in its failure to provide and contract for safe passage.

40. Defendant Globus also was negligent in its failure to organize and supervise an orderly evacuation of its escorted guests. Globus failed to provide information on evacuations and safety measures prior to and during the evacuation.

41. Globus alone knew of the identity of the cruise operator prior to the cruise. Globus owed Plaintiff a duty of ordinary care in selecting, hiring and referring a cruise line to the Plaintiff. By reason of the foregoing, Defendant Globus breached its duty of care to the Plaintiff.

42. Defendant Globus' negligence caused the Plaintiff to suffer personal injuries, property loss, mental anguish, severe pain and suffering and Plaintiff was severely and permanently injured, shocked, bruised, wounded and suffered great physical and mental pain and injury, was rendered sick, sore, lame and was otherwise injured, and may require future medical care and/or treatment and may incur future medical expenses therefore.

**THIRD CAUSE OF ACTION**

**BREACH OF CONTRACT AGAINST DEFENDANT GLOBUS**

43. Plaintiff repeats and realleges paragraphs 1 through 42, above.

44. Plaintiff entered into a contractual agreement with Globus and purchased an insurance policy from Globus. Globus charged the Plaintiff a premium and agreed to provide insurance to the Plaintiff. The purchased insurance coverage included insurance for losses including but not limited to, the following categories of damages: death and dismemberment, medical expenses, emergency evacuation, trip cancellation, post-departure interruption, delayed arrival, travel delay, baggage and personal effects and baggage delay.

45. To date, Globus has refused to make payment on its insurance contract, despite request for full payment.

46. Globus charged the Plaintiff a premium for the insurance coverage. Globus has breached the agreement by failing to make payment pursuant to its insurance coverage.

**FOURTH CAUSE OF ACTION**

**DECEPTIVE ACTS AND PRACTICES (GBL § 349) AGAINST DEFENDANT GLOBUS**

47. Plaintiff realleges paragraphs 1 through 46, above.

48. Defendant Globus represented to the consumers in the metropolitan New York region that it provided escorted tours that would provide safe and reliable escorted travel throughout the world. Globus represented to the public that it was an expert in foreign escorted tours generally, and specifically was an expert and cruise line operators. In fact, it omitted to inform the consuming public in general, and Plaintiff in particular, that it did not investigate the safety records or practice of the cruise lines it selected, hired and referred the

Plaintiff to and such material omissions by defendant Globus constitute deceptive acts and practices within the meaning of New York General Business Law § 349.

49. Globus also represented it provided insurance and travel protection for an additional fee. Globus has now refused to provide the agreed upon coverage for which it has charged a premium.

50. Such deceptive acts and practices resulted in injury to Plaintiff's person and property, and entitle her compensatory damages, treble damages, and an award of reasonable attorney's fees.

51. Since April 5, 2007, Globus continues to commit the aforesaid deceptive acts and practices.

52. On its web page, Globus stresses safety and excellent loss coverage as its chief selling points. See [http:// www.globusjourneys.com](http://www.globusjourneys.com) under the "Trust and Travel Protection" tab.

[THIS SPACE LEFT INTENTIONALLY BLANK]

WHEREFORE, Plaintiff demands judgment against the defendants. Plaintiff Elizabeth Burbage demands judgment against defendant Louis Cruise on the First Cause of Action for compensatory and punitive damages in such amounts as a jury may find fair, reasonable and just; and Plaintiff Elizabeth Burbage demands judgment against defendant, Globus, on the Second, and Third Causes of Action in such amounts as a jury may find fair, reasonable and just; and Plaintiff demands judgment on the Fourth Cause of Action for (a) compensatory damages to the extent permitted by law; (b) reasonable attorney's fees; and (c) an injunction to terminate Globus deceptive acts or practices, all together with interest, costs and disbursements of this action.

Dated: Chappaqua, New York  
May 8, 2007

LAW OFFICE OF TODD J. KROUNER

By:

  
Todd J. Krouner (TK0308)

Jacqueline M. James (JJ1845)

Attorneys for Plaintiffs

93 North Greeley Avenue, Suite 100

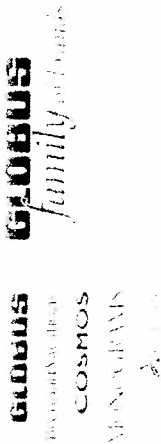
Chappaqua, New York, 10514

(914) 238-5800

## EXHIBIT “B”

## TRAVEL INSURANCE CERTIFICATE

For Passengers of



# Travel Protection Plan

### IMPORTANT HIGHLIGHTS

#### Cancel For Any Reason Benefit

(see Travel Protection Plus on page 1)

#### Waive Pre-Existing Conditions Exclusion

(see details on page 10)

**Please Note:** This plan may not be purchased after final payment for your trip has been received.

## Trip Mate

Your Partner In Travel

### General Policy Provisions

**Duplication of Coverage** You may only purchase one certificate from us for each Trip. If you do purchase more than one certificate for a specific Trip, the Maximum Limit of Coverage payable will be as specified in the certificate with the highest level of benefits. We will refund premium received from you under any other certificate.

**Maximum Limit of Liability** All limits are applied per Trip. We will pay no more than \$1,000,000 per occurrence to or on account of any person insured under the policy. Our Maximum Limit of Liability for all claims resulting from the same occurrence will be \$10,000,000 collectively under the TAHC series of policies.

**Notice of Claim** We must be given written notice of claim within 180 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and enough information to identify him or her.

**Our Right To Recover From Others** We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us. You and anyone else we insure will do nothing after the loss to affect our right.

### State Specific Notices

**California Residents:** This policy contains disability insurance benefits or health insurance benefits, or both, that apply only during a covered Trip. You may have coverage from other sources that already provides you with these benefits. You should review your existing policies. If you have any questions about your current coverage, call your insurer or health plan.

**Florida Residents:** Your homeowners policy, if any, may provide coverage for loss of personal effects. You are not required to purchase baggage insurance in connection with purchase of tickets or with the lease or rental of a motor vehicle.

**New York Residents:** For residents of New York only, the Optional Travel Protection Plus Plan (Cancel for Any Reason Waiver Benefit) may be purchased separately without purchase of the Globus Travel Protection Plan.

### Description of Coverages

#### Schedule: Globus family of brands

Benefit	Maximum Benefit Amount
Accidental Death & Dismemberment	\$25,000
24 Hour Other Than Air Flight	\$100,000
Air Flight	
Medical Expense/Emergency Assistance	
Accident and Sickness Medical Expense	\$25,000
Emergency Dental Expense	\$1,000
Emergency Evacuation and Repatriation	\$50,000
Pre-Departure Trip Cancellation	Up To Trip Cost
Occupancy Upgrade	\$1,000
Post-Departure Trip Interruption	Up To Trip Cost
Occupancy Upgrade	\$1,000
Delayed Arrival (Missed Connection)	\$1,000
Travel Delay (Up to \$100 Per Day)	\$1,000
Baggage and Personal Effects	\$2,500
Baggage Delay	\$250

### Who Is Eligible For Coverage

A person who has arranged to take a Trip, and pays the required premium, and is a citizen or resident of the United States of America or Canada.

### When Coverage Begins

All coverages (except Pre-Departure Trip Cancellation and Post-Departure Trip Interruption) will take effect on the later of 1) the date the premium has been received by Globus; 2) the date and time you start your Trip; or 3) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Trip. Pre-Departure Trip Cancellation coverage will take effect on the date your premium is received by Globus. Post-Departure Trip Interruption coverage will take effect on the Scheduled Departure Date of your Trip if the required premium payment is received.

### When Coverage Ends

Your coverage automatically ends on the earlier of: 1) the date the Trip is completed; 2) the Scheduled Return Date; 3) your arrival at the return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of the Trip covered by the Policy. Termination of the policy will not affect a claim for loss that occurs after premium has been paid.

All coverages under the policy will be extended if your entire Trip is covered by the policy and your return is delayed by unavoidable circumstances beyond your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date you reach your originally scheduled return destination or seven (7) days after the Scheduled Return Date.



- 3) expenses for one-way economy class air fare (or first class, if your original tickets were first class) to your place of residence in the USA or Canada, from a medical facility to which you were previously evacuated, less any refunds paid or payable from your unused transportation tickets, if these expenses are not covered elsewhere in the policy;
- 4) repatriation expenses for preparation and air transportation of your remains to your place of residence in the USA or Canada, or up to an equivalent amount for a local burial in the country where death occurred, if you die while outside the USA or Canada.

### Access Your Medical Records Online

With our exclusive **Free Global XPI Service**, you can assure that your important medical records are available to you or any Physician chosen by you, at any time, anywhere in the world, quickly, wherever there is internet access available. **Register at [www.globalxpi.com](http://www.globalxpi.com) or call, toll free:**

**1-800-379-9887 Use Program Code 372G**

**These Services are Provided by: Global XPI, Inc.**

### Pre-Departure Trip Cancellation

We will pay a Pre-Departure Trip Cancellation Benefit, up to the amount in the Schedule, if, for a covered reason that occurs before departure on your Trip and while coverage is in effect, you are prevented from taking your Trip.

### Covered reasons for Pre-Departure Trip Cancellation are:

- 1) your, an Immediate Family Member's, Traveling Companion's, or Business Partner's Sickness; Injury; Mental, Nervous, or Psychological Disorders requiring inpatient hospitalization of three (3) days or more; or death; or 2) for Other Covered Events, as defined. The Sickness or Injury must: a) commence while your coverage is in effect under the policy; b) require the examination and treatment by a Physician at the time the Trip is canceled; and c) in the written opinion of the treating Physician, be so disabling as to prevent you from taking your Trip.

### Pre-Departure Trip Cancellation Benefits:

If you cancel your Trip for a covered reason, we will reimburse you, up to the amount in the Schedule, for the amount of prepaid, forfeited, non-refundable Payments or Deposits that you paid for your Trip.

We will pay your additional cost as a result of a change in the per person occupancy rate for prepaid travel arrangements if a Traveling Companion's Trip is canceled and your Trip is not canceled.

### Medical Expense/Emergency Assistance

We will pay this benefit, up to the amount on the Schedule, for the following Covered Expenses incurred by you, subject to the following: 1) Covered Expenses will only be payable at the Usual and Customary level of payment; 2) benefits will be payable only for Covered Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on a Trip; 3) benefits payable as a result of incurred Covered Expenses will only be paid after benefits have been paid under any Other Valid and Collectible Group Insurance in effect for you. We will pay that portion of Covered Expenses which exceed the amount of benefits payable for such expenses under your Other Valid and Collectible Group Insurance provisions.

### Covered Expenses for Accident and Sickness Medical Expense means:

- 1) expenses for the following Physician-ordered medical services: services of legally qualified Physicians and graduate nurses; charges for Hospital confinement and services, local ambulance services, prescription drugs and medicines, and therapeutic services, incurred by you within one year from the date of your Sickness or Injury;
- 2) expenses for emergency dental treatment incurred by you during a Trip (expenses incurred for dental treatment after your Trip ends are not covered);
- 3) expenses for transportation not to exceed the cost of one round-trip economy class air fare to the place of hospitalization for one person chosen by you, provided that you are traveling alone and are hospitalized for more than 7 days;
- 4) expenses for transportation not to exceed the cost of one-way economy class air fare to your place of residence in the USA or Canada, including escort expenses, if you are 18 years of age or younger and left unattended due to the death or hospitalization of an accompanying adult(s), subject to the Program Medical Advisors' prior approval.

### Covered Expenses for Medical Evacuation and Return of Remains means:

- 1) expenses incurred by you for Physician-ordered emergency Medical Evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital, when you are critically ill or injured and no suitable local care is available, subject to the Program Medical Advisors' prior approval;
- 2) expenses incurred for non-emergency Medical Evacuation, including medically appropriate transportation and medical care en route, to a Hospital or to your place of residence in the USA or Canada, when deemed medically necessary by the attending Physician, subject to the Program Medical Advisors' prior approval;

### Optional Travel Protection Plus

For those who purchase the Globus Travel Protection Plan, Globus provides the option to also purchase the Globus Travel Protection Plus Plan.

This additional benefit\* (if purchased) allows you to cancel your vacation up to 24 hours (or the prior business day, whichever is farther out) before your scheduled departure for any reason. Under this Travel Protection Plus Plan Benefit, Globus will reimburse the cancellation penalty amount in travel certificates, minus the insurance premium. Independently arranged air is not covered.

Any benefit payable under this Travel Protection Plus Plan will be reduced by the amount of any cancellation benefits paid or payable by the Globus Travel Protection Plan or any other insurance plan providing trip cancellation benefits.

\* **The Travel Protection Plus Plan is provided by Globus family of brands and is not an insurance benefit and must be purchased with your initial payment for your Trip.**

**Please see the Definitions, page 9, for an explanation of Pre-Existing Conditions which are excluded under the Pre-Departure Trip Cancellation, Post-Departure Trip Interruption, Travel Delay and Medical Expense/Emergency Assistance Benefits. (Unless this exclusion is waived, see page 10 for details)**

## Summary of Coverages

### Accidental Death and Dismemberment

We will pay this benefit, up to the amount on the Schedule, if you are injured in an Accident which occurs while you are on a Trip and covered under the policy, and you suffer one of the losses listed below within 365 days of the Accident.

The Principal Sum is the benefit amount shown on the Schedule. We will pay 100% of the Principal Sum for loss of: life; both hands or feet, or sight of both eyes; one hand and one foot; or one hand or one foot and sight of one eye. We will pay 50% of the Principal Sum for loss of: one hand or one foot; or sight of one eye.

**Air Flight Benefits:** The benefits provided by the policy for Air Flight apply only if you sustain a covered loss in an Accident which occurs while a passenger in or on, boarding or alighting from an aircraft of a regularly scheduled airline or an air charter company that is licensed to carry passengers for hire.

If you suffer more than one loss from one Accident, we will pay only for the loss with the larger benefit. Loss of a hand or foot means complete severance at or above the wrist or ankle joint. Loss of sight of an eye means complete and irrecoverable loss of sight.

### Post-Departure Trip Interruption

We will pay a Post-Departure Trip Interruption Benefit, up to the amount in the Schedule, if for a covered reason: 1) your arrival on your Trip is delayed beyond the Scheduled Departure Date or 2) you are unable to continue on your Trip after you have departed on your Trip.

**Covered reasons for Post-Departure Trip Interruption are:** you, an Immediate Family Member's, Traveling Companion's, or Business Partner's Sickness; Injury; or death; or for Other Covered Events, as defined. For item 1) above, the Sickness or Injury must: a) commence while your coverage is in effect under the policy; b) for item 2) above, commence while you are on your Trip and your coverage is in effect under the policy; and c) for both items 1) and 2) above, require the examination and treatment by a Physician at the time the Trip is interrupted or delayed; and d) in the written opinion of the treating Physician, be so disabling as to delay your arrival on your Trip or to prevent you from continuing your Trip.

### Post-Departure Trip Interruption Benefits:

If you interrupt your Trip for a covered reason, we will reimburse you, less any refund paid or payable, for unused land or water travel arrangements, plus one of the following:

- 1) the additional transportation expenses by the most direct route from the point you interrupted your Trip: a) to the next scheduled destination where you can catch up to your Trip; or b) to the final destination of your Trip; or
- 2) the additional transportation expenses incurred by you by the most direct route, to reach your original Trip destination if you are delayed and leave after the Scheduled Departure Date.  
However, the benefit payable under (1) and (2) above will not exceed the cost of a one-way economy air fare (or first class, if the original tickets were first class) by the most direct route, less any refunds paid or payable for your unused original tickets.
- 3) your additional cost as a result of a change in the per person occupancy rate for prepaid travel arrangements if a Traveling Companion's Trip is interrupted and your Trip is continued.

### Travel Delay

If your Trip is delayed for 12 hours or more, we will reimburse you, up to the amount shown in the Schedule, for reasonable additional expenses incurred by you for hotel accommodations, meals, telephone calls and local transportation while you are delayed. We will not pay benefits for expenses incurred after travel becomes possible.

**Travel Delay must be caused by or result from:** 1) Common Carrier delay; or 2) loss or theft of your passport(s), travel documents or money; or 3) quarantine (except as the result of an epidemic or pandemic); or 4) hijacking; or 5) natural disaster or closure of public roadways by government authorities due to adverse weather; or 6) Injury or Sickness of you, an Immediate Family Member traveling with you, or a Traveling Companion; or 7) death of you, an Immediate Family Member traveling with you, or a Traveling Companion.

### Baggage and Personal Effects

We will reimburse you, less any amount paid or payable from any other valid and collectible insurance or indemnity, up to the amount shown in the Schedule, for direct loss, theft, damage or destruction of your Baggage, passports or visas during your Trip. We will also pay for loss due to unauthorized use of your credit cards, if you have complied with all of the credit card conditions imposed by the credit card companies.

**Losses Not Covered:** We will not pay for loss arising from: 1) defective materials or craftsmanship; or 2) normal wear and tear, gradual deterioration, inherent vice; or 3) rodents, animals, insects or vermin; or 4) theft or pilferage from an unattended vehicle; or 5) mysterious disappearance; or 6) electrical current, including electric arcing that damages or destroys electrical devices or appliances.

**Valuation and Payment of Loss:** Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon an Actual Cash Value basis. For items without receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss. At our option, we may elect to repair or replace your Baggage. We will notify you within 30 days after we receive your proof of loss. We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, we will: 1) repair or replace any part to restore the pair or set to its value before the loss; or 2) pay the difference between the value of the property before and after the loss.

**Items Subject to Special Limitations:** We will not pay more than \$500 (or the Baggage and Personal Effects limit, if less) on all losses to jewelry; watches; precious or semi-precious gems; decorative or personal articles consisting in whole or in part of silver, gold, or platinum; cameras, camera equipment; computer, digital or electronic equipment and media; and articles consisting in whole or in part of fur. Items not included above are subject to a \$250 per item limit.

**Items Not Covered:** We will not pay for damage to or loss of: 1) animals; 2) property used in trade, business or for the production of income, household furniture, musical instruments, brittle or fragile articles, or sporting equipment if the loss results

from the use thereof; 3) boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances; 4) artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; 5) documents or tickets, except for administrative fees required to reissue tickets; 6) money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above; 7) property shipped as freight or shipped prior to the Scheduled Departure Date; 8) contraband.

### Baggage Delay

We will reimburse you, less any amount paid or payable from any other valid and collectible insurance or indemnity, up to the amount shown in the Schedule, for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed for 24 hours or more during your Trip.

We will also reimburse you up to \$25 for expenses incurred during your Trip to expedite the return of your delayed Baggage.

**This coverage terminates upon your arrival at the return destination of your Trip.**

### Definitions

In this Policy, "you", "your" and "yours" refer to the Insured. "We", "us" and "our" refer to the company providing this insurance. In addition certain words and phrases are defined as follows:

**"Accident"** means a sudden, unexpected, unintended and external event, which causes Injury.

**"Actual Cash Value"** means current replacement cost for items of like kind and quality less depreciation.

**"Air Carrier"** means any air conveyance operated under a license for the transportation of passengers for hire.

**"Baggage"** means luggage, personal possessions and travel documents taken by you on the Trip.

**"Business Partner"** means an individual who is involved, as a partner, with you in a legal general partnership and shares in the management of the business.

**"Care Giver"** means an individual employed for the purpose of providing assistance with activities of daily living to you or to your Immediate Family Member who has a physical or mental impairment. The Care Giver must be employed by you or your Immediate Family Member. A Care Giver is not a babysitter; childcare service; facility or provider; or persons employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**"Common Carrier"** means any land, water or air conveyance operated under a license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**"Domestic Partner"** means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**"Elective Treatment and Procedures"** means any medical treatment or surgical procedure that is not medically necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

**"Home"** means your primary or secondary residence.

**"Hospital"** means an institution, which meets all of the following requirements: 1) it must be operated according to law; 2) it must give 24 hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis; 3) it must provide diagnostic and surgical facilities supervised by Physicians; 4) registered nurses must be on 24 hour call or duty; and 5) the care must be given either on the hospital's premises or in facilities available to the hospital on a pre-arranged basis. A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

**"Immediate Family Member"** includes you or the Traveling Companion's spouse, child, spouse's child, son-daughter-in-law, parent(s), sibling(s), grandparent(s), grandchild, step-brother-sister, step-parent(s), parent(s)-in-law, brother-sister-in-law, aunt, uncle, niece, nephew, guardian, Care Giver, Domestic Partner, foster-child, or ward.

**"Injury"** means bodily harm caused by an accident which: 1) occurs while your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**"Insured"** means an Eligible Person who arranges a Trip and pays any required premium.

**"Insurer"** means Stonebridge Casualty Insurance Company.

**"Medical Evacuation"** means Physician-ordered, medically appropriate transportation from the place where you suffer a Sickness or Injury to the nearest medical facility where medically suitable medical care is available or Home as approved by the Program Medical Advisors. An unscheduled return by the same or like mode of transportation as originally scheduled is not a Medical Evacuation.

**"Mental, Nervous, or Psychological Disorder"** means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any physical manifestation related thereto.

**"Other Covered Events"** means only the following unforeseeable events or their consequences which occur while coverage is in effect under this Policy:

1. Common Carrier delays resulting from inclement weather, mechanical breakdown of the aircraft on which you are scheduled to travel or organized labor strikes that affect public transportation;
2. arrangements canceled by a Common Carrier resulting from inclement weather, mechanical breakdown of the Common Carrier on which you are scheduled to travel, organized labor strikes that affect public transportation; or a government-mandated shut down of an airport or air traffic control system for reasons other than a Terrorist Act or an act of war;

**Items #1 and #2 above apply only to Post-Departure Trip Interruption benefits and are subject to a maximum limit of \$1,000.**

3. a change in plans by you, an Immediate Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect under this Policy:

- a) being directly involved in a documented traffic accident while en route to departure;
- b) being hijacked, quarantined (except as the result of an epidemic or pandemic), required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided you, an Immediate Family Member traveling with you or a Traveling Companion is not 1) a party to the legal action, or 2) appearing as a law enforcement officer;
- c) your Home or workplace is made uninhabitable by vandalism, burglary, fire, flood, volcano, earthquake, hurricane or other natural disaster;
- d) being called to the emergency service of government in the case of military, police or fire personnel to provide aid or relief in the event of a natural disaster;
- e) a documented theft of passports or visas;
- f) a transfer of employment of 250 miles or more.

**"Other Valid and Collectible Group Insurance"** means any group policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, Dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes group or blanket insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a Covered Expense.

**"Payments or Deposits"** means the cash, check, or credit card amounts actually paid for your Trip. Payments made in the form of a certificate, voucher or discount are not Payments or Deposits as defined herein.

**"Physician"** means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or an Immediate Family Member of yours.

**"Policy"** means the contract issued to the Policyholder providing the benefits specified herein.

**"Policyholder"** means the legal entity in whose name this Policy is issued, as shown on the Benefit Schedule.

**"Pre-Existing Condition"** means an illness, disease, or other condition during the 60 day period immediately prior to your effective date for which you or your Traveling Companion or Immediate Family Member scheduled or booked to travel with you: 1) received or received a recommendation for a diagnostic test, examination, or medical treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this policy.

**"Program Medical Advisors"** means One Call Travel Services Network, Inc.

**"Scheduled Departure Date"** means the date on which you are originally scheduled to leave on your Trip.

**"Sickness"** means an illness or disease of the body which: 1) requires examination and treatment by a Physician, and 2) commences while the insurance is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the effective date of this insurance is not a Sickness as defined herein and is not covered by the policy.



**"Terrorist Act"** means an act of violence, other than civil disorder or riot (that is not an act of war, declared or undecleared), that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

**"Traveling Companion"** means up to 3 persons whose names appear with yours on the same Trip arrangement and who, during the Trip, will accompany you.

**"Trip"** means a scheduled trip for which coverage has been elected and the premium paid, and all travel arrangements are arranged by Globus family of brands prior to the Scheduled Departure Date of the Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the Scheduled Trip Departure and return cities, provided the dates of travel for the air flights are within 10 total days of the scheduled land tour or cruise dates.

**"Trip Cost"** means the cash, check, or credit card amounts actually paid for your Trip. Payments made in the form of a certificate, voucher or discount are not Trip Cost as defined herein.

**"Usual and Customary Charge"** means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered and the MDR (Medical Data Research) schedule of fees valued at the 90th percentile.

## Policy Exclusions

The following exclusion applies to the Accidental Death and Dismemberment coverage:

1. We will not pay for loss caused by or resulting from Sickness of any kind.

The following exclusion applies to the Medical Expense/Emergency Assistance, Pre-Departure Trip Cancellation, Post-Departure Trip Interruption, and Travel Delay coverages:

### Waiver of the Pre-Existing Condition Exclusion

The Pre-Existing Condition Exclusion is waived provided you meet the following requirements: 1) the premium for the coverage is received by Globus with the initial deposit/payment for your Trip and 2) you are not disabled from travel at the time you pay your premium.

2. We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the policy, including death that results therefrom.

This Exclusion does not apply to benefits under Covered Expenses for Medical Evacuation, item #1 (emergency Medical Evacuation) or item #4 (Repatriation of Remains) of the Medical Expense/Emergency Assistance Benefits coverage.

### The following exclusion applies to all coverages:

3. We will not pay for any loss under the policy, caused by, or resulting from: a) suicide, attempted suicide, or intentionally self-inflicted injury of you, a Traveling Companion, Immediate Family Member, or Business Partner booked to travel with you, while sane or insane (while sane in CO & MO); b) a Mental, Nervous, or Psychological Disorder, except as covered under Pre-Departure Trip Cancellation; c) being under the influence of drugs or intoxicants unless prescribed by a Physician; d) normal pregnancy or resulting childbirth or elective abortion; e) participation as a professional in athletics; f) participation in organized amateur and interscholastic athletic or sports competition or events; g) riding or driving in any motor competition; h) declared or undeclared war, or any act of war; i) civil disorder; j) service in the armed forces of any country; k) nuclear reaction, radiation or radioactive contamination; l) operating or learning to operate any aircraft, as pilot or crew; m) mountain climbing, bungee cord jumping, heli-skiing, extreme skiing or skiing outside marked trails, caving or spelunking, skydiving, parachuting, hang gliding, parasailing, hot air ballooning or travel on any air supported device, other than on a regularly scheduled airline or air charter company; n) any unlawful acts, committed by you or a Traveling Companion (whether insured or not); o) any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law; p) a loss or damage caused by detention, confiscation or destruction by customs; q) Elective Treatment and Procedures; r) epidemic and/or pandemic; s) medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment; t) bankruptcy, financial insolvency, default or failure to supply services by a travel supplier u) failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements other than financial insolvency; v) business, contractual or educational obligations of you, an Immediate Family Member, Business Partner, or Traveling Companion; w) a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the policy is not in effect for you.

**Important Note:** Exclusion 3, Item w applies to you, an Immediate Family Member, Traveling Companion, or Business Partner.

### The Travel Insurance is Underwritten By:

Stonebridge Casualty Insurance Company, Columbus, Ohio; (all states except as otherwise noted) under Policy/Certificate Form series TAHC5000. In CA, CT, HI, NE, NH, PA, TN and TX Policy/Certificate Form series TAHC5100 and TAHC5200. In IL, IN, KS, LA, OH, OR, VT, WA and WY Policy Form #'s TAHC5100IPS and TAHC5200IPS.

**Notice:** If you are a resident of one of the following states (IL, IN, KS, LA, OH, OR, VT, WA, WY) your coverage is provided on an individual policy form. Your policy number is your complete Name plus 372G. Additional information about your policy is available at [www.tripmate.com](http://www.tripmate.com). You can also request this information by calling Trip Mate at 1-800-888-7292.

## Where to Present a Claim

All claims should be presented to the Program Administrator:

### Trip Mate\*

9225 Ward Parkway, Suite 200  
Kansas City, Missouri 64114

Tel: 1-800-888-7292

Plan Number: 372G

\*In CA, dba Trip Mate Insurance Agency

**Please read this Insurance Certificate/brochure carefully**, as it is your evidence of coverage under the policy (once you have paid the appropriate premium). If you have any questions about the coverages offered or to report a claim, please contact Trip Mate at 1-800-888-7292. Claims may also be reported online and claim forms downloaded at [www.tripmate.com](http://www.tripmate.com).

**Plan Number: 372G**

**See Page # 3 for important details about our free Global XPI Online Medical Information Service.**

## Your Duties in the Event of a Loss

You must provide with your claim submission:

**For Trip Cancellation and Interruption Claims:** 1) all invoices, canceled checks and/or credit card statements documenting your payment(s) for the Trip and the travel protection plan; 2) all invoices, canceled checks and/or credit card statements documenting refund(s) received or due; 3) a completed claim form (including the Attending Physician's Statement and a signed Authorization for Release of Information, if applicable) and any other official documentation to substantiate the reason for the cancellation or interruption; and 4) any other written documentation which may be required by us to substantiate the claim.

**You must return all refundable travel documents or tickets to the Issuing party and/or travel supplier.**

**For Medical Expense Claims:** 1) all receipts, itemized bills and reports for medical and/or dental expenses claimed; 2) any requested information, including but not limited to, an explanation of benefits from any other applicable insurance; 3) a signed patient authorization to release any information we require to investigate your claim.

**For Travel Delay Claims:** 1) a written report from a common carrier, police or other party that documents the cause and length of the your Travel Delay; and 2) all receipts for additional expenses incurred during your Travel Delay.

**For Baggage Delay Claims:** 1) a written report from a common carrier or other party that documents the length of your Baggage Delay; and 2) all receipts for additional items purchased during your Baggage Delay.

**For Baggage Claims:** 1) copies of the written reports of loss to local authorities and/or any responsible party; and 2) when applicable, the responsible party's disposition of your claim.

In case of loss, theft or damage to Baggage and Personal Effects, you must: 1) immediately report the incident to the appropriate local authorities (i.e. local police or other local government authorities) and obtain a written report to include the value and description of the property loss; and/or 2) report the loss to any responsible party (i.e. hotel manager, tour guide or representative, airline, cruise line, bus line or other transport official), and obtain a written report of the loss to include the value and description of the property.

We will not pay for further damage if you fail to take reasonable steps to protect your Baggage after a loss.



## One Call Worldwide Travel Services Network

### Contacting One Call's 24-Hour Service Center

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll free number:

**Within U.S.A. & Canada**    **Outside U.S.A. & Canada**  
1-800-555-9095                      1-603-894-4710

### YOUR PLAN NUMBER: 372G

#### Medical Assistance

Our multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities.

#### Medical Consultation and Monitoring

If you are hospitalized, we will contact you and your treating physician to monitor your condition to assure you are receiving appropriate care and assess the need for further assistance. We will also contact your personal physician and family at home when necessary or requested to keep them informed of your situation.

#### Medical Evacuation

When medically necessary, we will arrange and pay for appropriate transportation, including an escort, if required, to a suitable hospital, treatment facility or home. Payment for Medical Evacuation is available only for covered claims and up to the amount of coverage provided in the policy. All medical transportation services must be authorized and arranged by One Call. In the event of an unauthorized Medical Evacuation, reimbursement may be limited or coverage may be invalidated.

#### Emergency Medical Payments

We will assist you in the advancement of funds or guarantee payments (up to the policy limits) to a hospital or other medical provider, if required, to secure your admission, treatment or discharge.

#### Prescription Assistance

We will assist you with replacing medications that are lost, stolen or spoiled during your Trip, either locally or by special courier.

#### Repatriation of Remains

In the event of death while on a Trip, we will arrange for the preparation and transportation required to return your remains to your Home.

#### 24 Hour Legal Assistance

If while on your Trip you encounter legal problems, we will help you find a local legal advisor. If you are required to post bail or provide immediate payment of legal fees, we will assist you in arranging a funds transfer from family or friends.

## One Call Travel Solutions

### 24-Hour Worldwide Travel Services

#### Message Services

We will transmit emergency messages to family, friends or business associates and let you know that the message has been received.

#### Language Interpretation Services

We provide interpretation services in major languages and will refer you to appropriate local services, if needed.

#### Emergency Cash Transfer

We will help arrange an emergency cash transfer (wire transfer, travelers checks, etc.) of your funds from home or from friends or family in medical or travel emergency situations where additional funds are required.

#### Pre-Trip Travel Services

We provide 24-Hour information, help and advice for your planned Trip such as: passport and visa information, requirements and replacement; travel health information or advisories; vaccine recommendations and requirements; government agency contact information (i.e. embassies, consulates, and other departments or agencies); weather and currency information.

#### Nurse Helpline

Registered nurses are available 24-Hours a day before and during your trip to provide general health information, clinical assessment, and health counseling to give you assistance in making appropriate healthcare decisions.

#### Travel Document and Ticket Replacement

When important travel documents (such as passports and visas) are lost or stolen, we will help you to secure replacements. We will also help you when airline or other travel tickets are lost or stolen. We will assist you with reporting your loss, reissuing tickets and obtaining the money required for this purpose (you are responsible for providing the funds).

While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer you to appropriate medical and legal providers, but neither the Insurer nor One Call Travel Services may be held responsible for the availability, quality or results of any medical treatment or your failure to obtain medical treatment.

**The 24-Hour Assistance Services are provided by:  
One Call Worldwide Travel Services Network, Inc.**

## EXHIBIT “C”

**GLOBUS**

Every journey tells a story.

[Home](#) | [About Globus](#) | [Contact Us](#) | [Help](#)

## Trust and Travel Protection

### About Globus

[History](#)[Vacation Standards](#)[Trust](#)[Escorted Travel](#)[Globus family of brands](#)

For generations, Globus has worked hard to provide the best on-trip experiences, world-class customer service, and the best consumer protection plans available in the travel industry.

- » \$11 Million of Travel Protection
- » Worldwide Scope
- » Travel Protection
- » Travel Protection Plus
- » Global Travel Community
- » Awards
- » Affiliations

### \$11 Million of Travel Protection

Globus has provided a \$10 million letter of credit\* issued by a leading bank to protect payments made by its customers for all vacation departures sold in the United States. "In these uncertain times, we feel it is important to assure our customers and our travel partners that we are financially secure and that we back our products 100 percent," said Phillip Gordon, chief executive officer and president. This is in addition to the \$1 million traveler's assistance program maintained by the United States Tour Operators Association (USTOA) in favor of Globus travelers.



\*The \$10 million letter of credit has been issued by Credit Suisse S.A. in favor of PRO-CLAIM, INC. of Highlands Ranch, Colorado, acting as trustee of a trust for the benefit of Globus and Cosmos customers who advance deposits or payments for any Globus or Cosmos tour departure sold in the United States. PRO-CLAIM INC., as trustee of the trust, is responsible for refunding deposits or payments (excluding deposits or payments made by credit cards, since chargebacks are available), for Globus and Cosmos tours sold in the United States in the event Group Voyagers Inc., d/b/a Globus and Cosmos, becomes insolvent, bankrupt or ceases business.

### Worldwide Scope

Globus is truly a worldwide operation with 32 offices around the world to assist travelers. Booking Globus vacations is always simple due to a network of over 13,000 knowledgeable travel agencies offering Globus vacations. Globus is also offered by some of the most well known travel consortia, such as: Vacation.com, Ensemble, TravelSavers, Carlson Wagonlit Travel, Jurni Network, and MAST.

### Travel Protection





You're planning your annual vacation, or the vacation of a lifetime. Either way you don't want to think about canceling or interrupting your trip. Or getting sick. Or losing your luggage. We know these things can happen and we provide travelers peace of mind with a Travel Protection Plan. The plan costs from \$79-\$349 per person (depending on the vacation destination and price) and offers a wide range of benefits. Ask your travel agent for the details, get the details in your travel documents or follow the link below.

Please note that the Czech Republic now requires a minimum of \$35,000 medical and repatriation insurance coverage. Our basic Travel Protection policy has a \$25,000 limit, however will be increased to \$50,000 while in the Czech Republic in order to meet Czech Republic requirements. There is no additional cost for this extra coverage. If you choose to purchase insurance independently, please know that the you may be required by immigration to produce proof of coverage while traveling in the Czech Republic.

- \* Download travel protection coverage (PDF) for trips departing January 1, 2007 or afterwards.
- \* Learn more about the travel insurance

### Travel Protection Plus (Cancellation Protection)

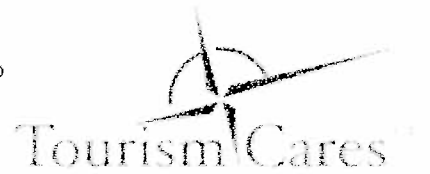


If you purchase the Globus family of brands Travel Protection Plan, you may also purchase the optional Globus family of brands Travel Protection Plus Plan at an additional cost of only \$30.00 per person. This additional Benefit\* (if purchased) allows you to cancel your vacation up to 24 hours (or the prior business day, whichever is farther out) before your scheduled departure for any reason not covered by the basic Travel Protection Plan provisions. Under this Travel Protection Plus Plan Benefit, Globus family of brands will reimburse the cancellation penalty amount, as retained by the Globus family of brands, in travel certificates, minus the insurance premium. Travel certificates are valid for travel within one year from the date of issue, but no later than 15 months from the date you cancel your trip.

\*The Travel Protection Plus Plan is provided by Globus family of brands and is not an insurance benefit and must be purchased with the initial payment for your Trip.

### Global Travel Community

Globus recognizes the importance of preserving the North American attractions that our travelers go to great lengths to experience, which is why Globus is donating generously to the Tourism Cares for restoration and preservation of five "American Icons." The donations are going toward specific projects, rather than operational costs. Learn more.

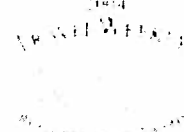
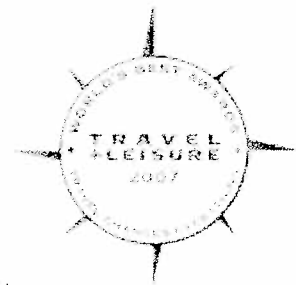


### Awards

For six years in a row, Globus has been selected by Recommend Magazine as the best Tour Operator to Europe, and a top finalist for North America, Asia, Latin America and Africa. The brand was also named in Travel Weekly's 2004 Reader's Choice Awards as Best Tour Operator - Europe and 2005 Reader's Choice Awards as Best Tour Operator - Europe, Best Tour Operator - International and Best Tour Operator - Asia and South Pacific.



*Best Tour Operator - International*





## Affiliations

Globus is a proud member of the following professional associations:



[Travel Agents](#) | [Travel Terms and Conditions](#) | [Privacy](#) | [Legal Information](#)

800.755.8581

[Home](#) | [Explore Vacations](#) | [Request Brochures](#) | [Make Reservations](#) | [Find Travel Agents](#)

Copyright © 2007, All rights reserved.